FOURTH AMENDMENT TO COOPERATIVE AGREEMENT FOR SEWER SERVICE BETWEEN THE CITY OF KANSAS CITY, MISSOURI, AND JOHNSON COUNTY, KANSAS.

WITNESSETH:

WHEREAS, on September 20, 1996, the parties entered into COOPERATIVE AGREEMENT FOR SEWER SERVICE BETWEEN THE CITY OF KANSAS CITY, MISSOURI, AND JOHNSON COUNTY, KANSAS, in order to implement, to the maximum extent practicable, the cooperative use of their existing sewerage systems and any sewerage facilities to be constructed in the future (the COOPERATIVE AGREEMENT); and

WHEREAS, the COOPERATIVE AGREEMENT, has previously been amended by AMENDMENT AGREEMENT dated December 31, 1998, SECOND AMENDMENT AGREEMENT dated August 2, 1999, and THIRD AMENDMENT AGREEMENT dated October 20, 2005; and

WHEREAS, the COOPERATIVE AGREEMENT, as amended at Article VI, Section R., provides that it may be altered or amended during its term by the parties through appropriate action of their respective governing bodies and interconnection points between the parties along with relevant attachments may be modified by agreement between the administrative officers of the parties; and

WHEREAS, the COOPERATIVE AGREEMENT, as amended requires further amendment to reflect the pending consolidation of the City of Mission Hills Sewer System into the Johnson County Unified Wastewater Districts.

NOW THEREFORE, for and in consideration of the mutual covenants, agreements and conditions contained herein, the parties hereby agree effective, January 1, 2007, to the following additional amendments to the COOPERATIVE AGREEMENT:

Section 1. ATTACHMENTS AMENDED:

Attachments A-1, A-2 and A-4 are hereby amended and replaced by

new Attachments, A-1, A-2, and A-4 attached hereto.

Section 2 ATTACHMENT ADDED:

New Attachment E attached hereto is added as an additional

attachment to the COOPERATIVE AGREEMENT.

Section 3 <u>SECTION AMENDED:</u>

Article I, Section A. is hereby deleted in its entirety and replaced with

the following language:

Article | Section A. Scope.

This Agreement applies only to those areas of the Johnson County Unified Wastewater Districts and the City of Kansas City, Missouri served by interconnection points listed in Attachments A-1, B and E hereof. Attachments A-1, B, and E identify and describe those interconnection points covered by this Agreement. Attachment E lists those sewers that KCMO owns in Mission Hills and lists all interconnection points to the KCMO collection system located in Mission Hills, Kansas, that comprise Interconnection Point #17 in Attachment A-1. Attachment B identifies and describes those interconnection points for wastewater conveyance services only.

Section 4 Sections and Attachments Not Amended:
All other Articles and Attachments of the COOPERATIVE
AGREEMENT, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this FOURTH AMENDMENT AGREEMENT to be duly executed on the date and year above written.

BOARD OF COUNTY COMMISSIONERS
JOHNSON COUNTY, KANSAS

Annabeth Surbaugh, Chairman

ATTEST:

Casey Carl Clerk of the Board

12/406

APPROVED AS TO FORM:

Asor. Conf Cula

CITY OF KANSAS CITY, MISSOURI A Missouri-Municipal Corporation

Franklyn W. Pogge, Director Water Services Department

APPROVED AS TO FORM:

Assistant City Attorney

ATTACHMENT A-1 Page 1 of 3

INTERCONNECTION POINTS FOR WASTEWATER CONVEYANCE AND TREATMENT SERVICES

Inter- Connection Point	Original Agreement Date	Interconnection Location	Service Area	Contributing Party
1	N/A	JCUWD Manhole No. WPAX (02) 10, located in the East parking lot of 1901 West 47 th Place.	Westwood	Johnson County
2	11-29-37	JCUWD Manhole No. WPAX (02) 02, located Southwest corner of the West 47 th Place and State Line intersection.	Westport	Johnson County
3	06-09-88	JCUWD Manhole No. WPAX (01) 04, located behind Lots 44 and 45 of Block 5, Westwood Hills (West 50 th Terrace and State Line).	Westwood Hills	Johnson County
4	09-18-79	KCMO Manhole No. 01 of map \$221, located in back parking lot of Barton Nelson, Inc. Company (West 137 th Street and Wyandotte).	Blue River SSD No. 1 and No. 2	Johnson County
5	09-18-88	JCUWD Manhole No. BR(09) 34, located in field north of 143 rd Street at Metro Distributors (West 143 rd St. and Overbrook).	Blue River SSD No. 9	Johnson County
5a	09-20-96	KCMO Manhole No. 07 of map S222, Located in field west of State Line Rd. (West 141 st St. and State Line Rd).	Blue River SSD No. 9	Johnson County
6	09-11-87	Flow diversion structure located at Tomahawk Creek MSD No. 1 Treatment Plant (West 109th St.& Mission Road).	Indian Creek MSD No. 1	Johnson County
7	08-30-71	KCMO Manhole No. 69 of map S197, located along side yard fence at 1105 W, 120 th Terrace.	State Line MSD No. 1 (121st St.)	Johnson County

ATTACHMENT A-1 Page 2 of 3

INTERCONNECTION POINTS FOR WASTEWATER CONVEYANCE AND TREATMENT SERVICES

Inter- Connection Point	Original Agreement Date	Interconnection Location	Service Area	Contributing Party
8	12-xx-77	KCMO Manhole No. 108 of map S198, located east of State Line (West 124 th and State Line).	State Line MSD No. 1 (123rd St.)	Johnson County
9	07-21-83	JCUWD Manhole No. SL27 (80) 01, located on west side of State Line (Tam-O-Shanter and State Line).	State Line MSD No. 1 (127th St.)	Johnson County
10	NK	KCMO Manhole No. 376 of map S149 located on east side of State Line (9001State Line).	Leawood	Johnson County
11	NK	KCMO Manhole No. 893 of map S149 located on west side of State Line (9000State Line).	Leawood	Johnson County
12	NK	KCMO Manhole No. 292 of map S292 located on west side of State Line (9246State Line).	Leawood	Johnson County
13	NK	KCMO Manhole No. 919 of map S173 located on west side of State Line (10308 State Line).	Leawood	Johnson County
13a	NK	KCMO Manhole No. 242 of map S173 located on west side of State Line (2009W 104 th St.).	Leawood	Johnson County
14	NK	JCUWD Manhole No (14)001 located in Leawood Park.	Leawood	Johnson County

ATTACHMENT A-1 Page 3 of 3

INTERCONNECTION POINTS FOR WASTEWATER CONVEYANCE AND TREATMENT SERVICES

Inter- Connection Point	Original Agreement Date	Interconnection Location	Service Area	Contributing Party
15	NK	KCMO Manhole No. 155 of map S174 located on east side of State Line (112 th St. and Overbrook).	Leawood	KCMO
16	NK	JCUWD Manhole No (13)001 located in Leawood Park.	Leawood	Johnson County
17	NK	Multiple connections to the KCMO sewers as described in Attachment E	Mission Hills	Johnson County

\NK - Not Known

Dated: 12/19/06

Signed:(

Cour

ATTACHMENT A-2 Page 1 of 2

INTERCONNECTION MONITORING FACILITY (IMF) CONSTRUCTION SCHEDULE FOR COUNTY CONSTRUCTED FACILITIES

C	nter- connection Point	Location	Connection Date	iMF Construction Completion Date	Comments
	1	Westwood	N/A	(1)	Less than 100 dwelling units.
	2	Westport Annex	1937	(1)	Less than 100 dwelling units.
	3	Westwood Hills	1988	1997	IMF removed 2 nd Quarter 2005
	4	Blue River SSD No. 1 and No. 2	1979	1997	3.00
	5	Blue River SSD No. 9	1988	(2)	Less than 100 dwelling units.
)	5a	Blue River SSD No. 9	2005	(2)	Less than 100 dwelling units.
	6	Indian Creek MSD No. 1	1987	5-1-96	Modification to existing structure.
	7	State Line MSD No. 1 121st St.	1971	1997	IMF removed 2 nd Quarter 2005
	8	State Line MSD No. 1 123rd St.	1977	1997	IMF removed 2 nd Quarter 2005
	9	State Line MSD No. 1 127th St.	1983	(1)	Less than 100 dwelling units.
	10	Leawood 9001 State Line	NK	1998	±M
	11	Leawood 9000 State Line	NK	1998	2

ATTACHMENT A-2 Page 2 of 2

INTERCONNECTION MONITORING FACILITY (IMF) **CONSTRUCTION SCHEDULE FOR COUNTY CONSTRUCTED FACILITIES**

Inter- Connection Point	Location	Connection Date	IMF Construction Completion Date	Comments
12	Leawood	NK	(1)	Less than 200 Dwelling Units
13 13a	Leawood Leawood	NK NK	1998 2005	New connection 2005
14	Leawood	NK	(1)	Less than 100 Dwelling Units
15	Leawood	NK	(1)	KCMO flow not metered
16	Leawood	NK	(1)	Less than 100 Dwelling Units
)17	Mission Hills	NK	(1)	Less than 100 Dwelling Units at any single interconnection

^{*} NK - Not Known

(1) No IMF Installation proposed(2) Will Construct IMF at such time development and growth warrants installation.

Signed:

ATTACHMENT A-4 Page 1 of 4

SAMPLING SCHEDULE AND SURCHARGE BASIS

Inter- Connection	Sampling Frequency		Reporting	
Point	and Type	Analysis Parameters	Sample Date	Surcharge Basis
1	Annually during 1st quarter 1 Composite 2 Grab	BOD, SS O&G and pH	15th of April	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
2	Annually during 2nd quarter 1 Composite 2 Grab	BOD, SS O&G and pH	15th of July	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
3	Annually during 2nd quarter 1 Composite 2 Grab	BOD, SS O&G and pH	15th of July	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
4	Annually during 4th quarter 1 Composite	BOD, SS, Pollutants as stated in Article I Section F3(a) including non-volatile TTOs (EPA Method 608 and 625)	15th of January	Surcharges for exceedances of pollutant limitations (Article I) based on 4th quarter sample. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) for current year fourth quarter and following year
	2 Grab 1 Grab	O&G and pH Volatile TTOs (VOCs) (EPA Method 624)		quarters 1-3 shall be based on 4th quarter sample analysis.

KANSAS CITY, MISSOURI/JOHNSON COUNTY, KANSAS COOPERATIVE SEWER AGREEMENT ATTACHMENT A-4 Page 2 of 4

SAMPLING SCHEDULE AND SURCHARGE BASIS

Inter- connection Point	Sampling Frequency	Analysis Parameters	Reporting Sample Date	Surcharge Basis
5 & 5a	Annually during 3rd quarter 1 Composite 2 Grab	BOD, SS O&G and pH	15th of October	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
6	Each quarter during a two (2) week period.* 3 Composite 3 Composite 4 Grab 3 Grab *Two (2) quarters each	202 20	15th of the month following the of the quarter	Surcharges for exceedances of pollutant limitations (Article I) based on quarter sample analysis. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I)for each quarter shall be based on quarterly sample results.
7	Annually during 4th quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of January	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
8	Annually during 1st quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of April	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.

Page 3 of 4 SAMPLING SCHEDULE AND SURCHARGE BASIS

Inter-				
connection Point	Sampling Frequency	Analysis Parameters	Reporting Sample Date	Surcharge Basis
9	Annually during 3rd quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of October	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
10	Annually during 2nd quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of July	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
11	Annually during 4 th quarter using 2 Composites 3 Grab Annually during 2 nd quarter using	BOD, SS O&G and pH	15th of January	Surcharges for exceedances of pollutant limitations (Article I) based on most recent quarter sample analysis. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) for each quarter shall be based on most recent sample analysis.
	2 Composites 3 Grab 2 Grab	BOD, SS, Pollutants as stated in Article I Section F3(a) including non-volatile TTOs (EPA Method 608 and 625) O&G and pH Volatile TTOs (VOCs) (EPA Method 624)	15th of July	
12	Annually during 2nd quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of July	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.

KANSAS CITY, MISSOURI/JOHNSON COUNTY, KANSAS COOPERATIVE SEWER AGREEMENT ATTACHMENT A-4 Page 4 of 4 SAMPLING SCHEDULE AND SURCHARGE BASIS

13 & 13a	Biannually during 1st & 3rd quarters using 1 Composites 1 Composites 3 Grabs 1 Grabs	BOD, SS BOD, SS, Pollutants as stated in Article I Section F3(a) including non-volatile TTOs (EPA Methods 608 and 625) O&G and pH Volatile TTOs (VOCs) (EPA Method 624)	15 th of the month following the end of the quarter the test was performed.	Surcharges for exceedances of pollutant limitations (Article I) based on most recent sample analysis. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I)for each quarter shall be based on most recent sample analysis.
14	Annually during 3rd quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of October	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
15	NO TESTING.			
16	Annually during 2nd quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of July	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
17	NO TESTING.			
Dated:	12/19/06	Signed: Marble War	Signed:	County

ATTACHMENT E

COLLECTION SYSTEM OWNERSHIP AND SEWER INTERCONNECTION POINTS LOCATED IN MISSION HILLS, KANSAS

KCMO retains ownership, operation, and maintenance responsibility for all sewer lines as indicated in attached Figures 1, 2, and 3. These sewer lines consist of the KCMO Mission Hills Interceptor sewer line flowing from KCMO through Mission Hills back to KCMO and 8 inch sewer lines flowing from KCMO though Mission Hills to the KCMO Mission Hill Interceptor.

The following is a list of the addresses of Mission Hills sewer customers connected directly to either the KCMO Mission Hills Interceptor or a KCMO 8 inch sewer line located in Mission Hills.

BROOKBANK 5800 5809	<u>MISSION DRIVE</u> 5407 5415	OVERHILL CIRCLE 5439
5821	5433	PEMBROKE LANE
5839	5501	5620
3038	5505	5625
BROOKWOOD	5509	5628
	5515	5632
1901	5521	5639
2001	5530	5640
2021	5550	
2040	5620	SHADOW LANE
2100	5626	2101
2101	5630	
2112		STATE LINE
2115	5640	5600
2120	5650	5708
2121	5655	6300
2127	5700	6400
2130	5720	0400
	5900	W. 56 th ST.
DRURY LANE	5920	
1900	5930	1900
2015	5955	1910
	6161	2016
HIGH DRIVE	6111	2020
5502	6114	2100
5550	6117	2031
0000	6120	
EAST MISSION DRIVE	6125	W. 63 rd ST.
5519	6131	1900
5527	6140	1910
JULI	6200	2000
		2026
		2221

The following are the interconnection locations of the County sewers that are connected to the KCMO sewers.

Interconnection location of County sewers connected to KCMO sewers.

Connected to KCMO Mission Hills Interceptor

- 1. 5431 Mission Drive
- 2. 5519 Mission Drive
- 3. 5525 Mission Drive
- 4. 5600 Mission Drive
- 5. 5626 Mission Drive
- 6. 5720 Mission Drive
- 7. 5609 Brookbank
- 8. 5942 Mission Drive
- 9. 6036 Mission Drive
- 9. 6036 Mission Drive
- 10. 6056 Mission Drive
- 11. 6117 Mission Drive
- 12. 6128 Mission Drive
- 13. 6142 Mission Drive
- 14. 6141 Mission Drive
- 15. 6200 Mission Drive
- 16. 6300 Mission Drive17. 6400 Mission Drive

Interconnection location of County sewers connected to KCMO sewers.

Connected to KCMO 8 inch sewer

- 1. 6449 State Line
- 2. Brookwood & State Line
- 3. Brookwood & Drury Lane
- 4. 5740 State Line
- 5. 5639 Pembroke Lane
- 6. 5629 Pembroke Lane
- 7. 5601 Pembroke Lane

Dated: 12/19/06

Signed:

Signed

Count

THIRD AMENDMENT TO COOPERATIVE AGREEMENT FOR SEWER SERVICE BETWEEN THE CITY OF KANSAS CITY, MISSOURI, AND JOHNSON COUNTY, KANSAS

This THIRD AMENDMENT AGREEMENT, made and entered into this <u>20</u> day of <u>0</u>, 2005, by and between the Board of County Commissioners of Johnson County, Kansas, acting as the governing body of the Johnson County Unified Wastewater Districts, Johnson County, Kansas, a quasi-municipal corporation organized and existing under the laws of the State of Kansas, hereinafter referred to as County, and Kansas City, Missouri, a municipal corporation of the State of Missouri, hereinafter referred to as KCMO,

WITNESSETH:

WHEREAS, on September 20, 1996, the parties entered into COOPERATIVE AGREEMENT FOR SEWER SERVICE BETWEEN THE CITY OF KANSAS CITY, MISSOURI, AND JOHNSON COUNTY, KANSAS, in order to implement, to the maximum extent practicable, the cooperative use of their existing sewerage systems and any sewerage facilities to be constructed in the future (the COOPERATIVE AGREEMENT); and

WHEREAS, the COOPERATIVE AGREEMENT, in Article VI, Section R., was amended on December 31, 1998 and now provides that "Interconnection points between the parties along with relevant attachments may be modified by agreement between the administrative officers of the parties." and

WHEREAS, the parties desire to now modify the interconnection points along with the relevant attachments,

NOW THEREFORE, for and in consideration of the mutual covenants, agreements and conditions contained herein, the parties hereby agree to the following changes to the attachments of the COOPERATIVE AGREEMENT:

Section 1 Sections Amended.
Attachments A-1, A-2, and A-4

Attachments A-1, A-2, and A-4

See attached.

Section 2 Sections Not Amended.

All other attachments of the COOPERATIVE AGREEMENT shall remain in

full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this THIRD AMENDMENT AGREEMENT to be duly executed on the date and year first above written.

JOHNSON COUNTY UNIFIED WASTEWATER DISTRICT

By: Young / mith Administrator of Johnson County Unified Wastewater District

P10 10-19-05

APPROVED AS TO FORM:

Aser. C-y Cal

CITY OF KANSAS CITY, MISSOURI A Missouri Municipal Corporation

> Franklyn W. Pogge, Director Water Services Department

APPROVED AS TO FORM;

Assistant City Attorney

ATTACHMENT A-1 Page 1 of 3

INTERCONNECTION POINTS FOR WASTEWATER CONVEYANCE AND TREATMENT SERVICES

Inter- Connection Point	Original Agreement Date	Interconnection Location	Service Area	Contributing Party
1	N/A	JCUWD Manhole No. WPAX (02) 10, located in the East parking lot of 1901 West 47th Place.	Westwood	Johnson County
2	11-29-37	JCUWD Manhole No. WPAX (02) 02, located Southwest corner of the West 47th Place and State Line intersection.	Westport	Johnson County
2	06-09-88	JCUWD Manhole No. WPAX (01) 04, located west behind Lots 44 and 45 of Block 5, Westwood Hills (West 50th Terrace and State line).	Westwood Hills	Johnson County
4	09-18-79	KCMO Manhole No. 01 of map S221, located in back parking lot of Barton Nelson, Inc. Company (West 137th Street and Wyandotte).	Blue River SSD No. 1 and No. 2	Johnson County
5	09-18-88	JCUWD Manhole No. BR(09) 34, located in field north of 143rd Street at Metro Distributors (West 143rd St. And Overbrook).	Blue River SSD No. 9	Johnson County
5a	09-20-96	KCMO Manhole No. 07 of map S222, Located in field west of State Line Rd. (West 141 St. and State Line Rd).	Blue River SSD No. 9	Johnson County
6	09-11-87	Flow diversion structure located at Tomahawk Creek MSD No. 1 Treatment Plant (West 109th & Mission Road).	Indian Creek MSD No. 1	Johnson County
7	08-30-71	KCMO Manhole No. 69 of map S197, located along side yard fence of 1105 W. 120th Terrace.	State Line MSD No. 1 (121st St.)	Johnson County

ATTACHMENT A-1 Page 2 of 3

INTERCONNECTION POINTS FOR WASTEWATER CONVEYANCE AND TREATMENT SERVICES

Inter- Connection Point	Original Agreement Date	Interconnection Location	Service Area	Contributing Party
8	12-xx-77	KCMO Manhole No. 108 of map S198, located east of State Line (West 124 th and State Line).	State Line MSD No. 1 (123rd St.)	Johnson County
9	07-21-83	JCUWD Manhole No. SL27 (80) 01, located on west side of State Line (Tam-O-Shanter and State Line).	State Line MSD No. 1 (127th St.)	Johnson County
10	NK	KCMO Manhole No. 376 of map S149 located on east side of State Line (9001 State Line).	Leawood	Johnson County
11	NK	KCMO Manhole No. 893 of map S149 located on west side of State Line (9000 State Line).	Leawood	Johnson County
12	NK	KCMO Manhole No. 292 of map S292 located on west side of State Line(9246 State Line).	Leawood	Johnson County
13	NK	KCMO Manhole No. 919 of map S173 located on west side of State Line(10308 State Line).	Leawood	Johnson County
13a	NK	KCMO Manhole No. 242 of map S173 located on west side of State Line(2009 W 104 St.).	Leawood	Johnson County
14	NK	JCUWD Manhole No (14)001 located in Leawood Park.	Leawood	Johnson County

ATTACHMENT A-1 Page 3 of 3

INTERCONNECTION POINTS FOR WASTEWATER CONVEYANCE AND TREATMENT SERVICES

Inter- Connection Point	Original Agreement Date	Interconnection Location	Service Area	Contributing Party
15	NK	KCMO Manhole No. 155 of map S174 located on east side of State Line (112 th Overbrook).	Leawood	KCMO
16	NK	JCUWD Manhole No (13)001 located in Leawood Park.	Leawood	Johnson County

Dated: 10/13/05

Signed: KCMO KCMO

Signed: Dauga Thurth County

ATTACHMENT A-2 Page 1 of 2

INTERCONNECTION MONITORING FACILITY (IMF) CONSTRUCTION SCHEDULE FOR COUNTY CONSTRUCTED FACILITIES

Inter- connection Point	Location	Connection Date	IMF Construction Completion Date	Comments
1	Westwood	N/A	(1)	Less than 100 dwelling units.
2	Westport Annex	1937	(1)	Less than 100 dwelling units.
3	Westwood Hills	1988	(5)	Original IMF installed 1997
4	Blue River SSD No. 1 and No. 2	1979	(3)	ā
5	Blue River SSD No. 9	1988	(2)	Less than 100 dwelling units.
5a	Blue River SSD No. 9	2005	(2)	Less than 100 dwelling units.
6	Indian Creek MSD No. 1	1987	5-1-96	Modification to existing structure.
7	State Line MSD No. 1 121st St.	1971	(5)	Original IMF installed 1997
8	State Line MSD No. 1 123rd St.	1977	(5)	Original IMF installed 1997
9	State Line MSD No. 1 127th St.	1983	(1)	Less than 100 dwelling units.
10	Leawood 9001 State Line	NK	(4)	(*)
11	Leawood 9000 State Line	NK	(4)	60

ATTACHMENT A-2 Page 2 of 2

INTERCONNECTION MONITORING FACILITY (IMF) CONSTRUCTION SCHEDULE FOR COUNTY CONSTRUCTED FACILITIES

Inter- Connection		Connection	Construct Completic	on
Point	Location	Date	Date	Comments
12	Leawood	NK	(1)	Less than 200 Dwelling Units
13	Leawood	NK	(4)	-
13a	Leawood	NK	(6)	New connection 2005
14	Leawood	NK	(1)	Less than 100 Dwelling Units
15	Leawood	NK	(1)	KCMO FLOW NOT METERED
16	Leawood	NK	(1)	Less than 100 Dwelling Units

(1) No IMF Installation proposed

(2) Will Construct IMF at such time development and growth warrants installation.

(3) IMF to be constructed six months after date of agreement.

(4) IMF to be installed by January 1, 1999
(5) IMF removed 2nd quarter 2005
(6) IMF installed 2nd quarter 2005

ATTACHMENT A-4 Page 1 of 4

SAMPLING SCHEDULE AND SURCHARGE BASIS

nter-

onnection oint	Sampling Frequency and Type	Analysis Parameters	Reporting Sample Date	Surcharge Basis
1	Annually during 1st quarter 1 Composite 2 Grab	BOD, SS O&G and pH	15th of April	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
2	Annually during 2nd quarter 1 Composite 2 Grab	BOD, SS O&G and pH	15th of July	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
3	Annually during 2nd quarter 1 Composite 2 Grab	BOD, SS, O&G and pH	15th of July	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
4	Annually during 4th quarter 1 Composite	BOD, SS, Pollutants as stated in Article I Section F3(a) including non-volatile TTOs (EPA Method 608 and 625)	15th of January	Surcharges for exceedances of pollutant limitations (Article I) based on 4th quarter sample. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I)
	2 Grab 1 Grab	O&G and pH Volatile TTOs (VOCs) (EPA Method 624)		for current year fourth quarter and following year quarters 1-3 shall be based on 4th quarter sample analysis.

Page 2 of 4 SAMPLING SCHEDULE AND SURCHARGE BASIS

nter-	a 11			
onnection	Sampling		Reporting	
'oint	Frequency	Analysis Parameters	Sample Date	Surcharge Basis
5 & 5a	Annually during 3rd quarter 1 Composite 2 Grab	BOD, SS O&G and pH	15th of October	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
6	Each quarter during a two (2) week period.* 3 Composite 3 Composite 4 Grab 3 Grab *Two (2) quarters each	BOD, SS BOD, SS, Pollutants as stated in Article I Section F3(a) including non-volatile TTOs (EPA Method 608 and 625) O&G and pH Volatile TTOs (VOCs) (EPA Method 624) year are to include sampling all weekend days	15th of the month following the quarter (Friday, Saturday and	Surcharges for exceedances of pollutant limitations (Article I) based on previous quarter sample analysis. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) for each quarter shall be based on quarter sample analysis. Sunday).
7	Annually during 4th quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of January	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
8	Annually during 1st quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of April	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.

KANSAS CTTY, MISSOURI/JOHNSON COUNTY, KANSAS COOPERATIVE SEWER AGREEMENT ATTACHMENT A-4

Page 3 of 4

SAMPLING SCHEDULE AND SURCHARGE BASIS

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onnection oint	Sampling Frequency	Analysis Parameters	Reporting Sample Date	Surcharge Basis
9	Annually during 3rd quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of October	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
10	Annually during 2nd quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of July	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
11 	Annually during 4 th quarter using 2 Composites 3 Grab Annually during 2 nd quarter using	BOD, SS O&G and pH	15th of January	Surcharges for exceedances of pollutant limitations (Article I) based on most recent quarter sample analysis. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) for each quarter shall be based on most recent sample analysis.
	2 Composites 3 Grab 2 Grab	BOD, SS, Pollutants as stated in Article I Section F3(a) including non-volatile TTOs (EPA Method 608 and 625) O&G and pH Volatile TTOs (VOCs) (EPA Method 624)	15th of July	
12	Annually during 2nd quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of July	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.

KANSAS CITY, MISSOURI/JOHNSON COUNTY, KANSAS COOPERATIVE SEWER AGREEMENT ATTACHMENT A-4 Page 4 of 4

SAMPLING SCHEDULE AND SURCHARGE BASIS

13 & 13a	Biannually during 1 st & 3 rd quarters using 1 Composites 1 Composites 3 Grabs 1 Grabs	BOD, SS BOD, SS, Pollutants as stated in Article I Section F3(a) including non-volatile TTOs (EPA Method 608 and 625) O&G and pH Volatile TTOs (VOCs) (EPA Method 624)	15 th of the month following the quarter the test was performed.	Surcharges for exceedances of pollutant limitations (Article I) based on most recent sample analysis. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I)for each quarter shall be based on most recent sample analysis.
14	Annually during 3rd quarter using: 1 Composite 2 Grab NO TESTING.	BOD, SS O&G and pH	15th of October	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
16	Annually during 2nd quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of July	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.

Pated: 10/13/05

Signed:

Signed:___

County

AL 10-200g.

SECOND AMENDMENT TO COOPERATIVE AGREEMENT FOR SEWER SERVICE BETWEEN THE CITY OF KANSAS CITY, MISSOURI, AND JOHNSON COUNTY, KANSAS

This SECOND AMENDMENT AGREEMENT, made and entered into this 2 day of August, 1999, by and between the Board of County Commissioners of Johnson County, Kansas, acting as the governing body of the Johnson County Unified Wastewater Districts, Johnson County, Kansas, a quasi-municipal corporation organized and existing under the laws of the State of Kansas, hereinafter referred to as County, and Kansas City, Missouri, a municipal corporation of the State of Missouri, hereinafter referred to as KCMO,

WITNESSETH:

WHEREAS, on September 20, 1996, the parties entered into COOPERATIVE AGREEMENT FOR SEWER SERVICE BETWEEN THE CITY OF KANSAS CITY, MISSOURI, AND JOHNSON COUNTY, KANSAS, in order to implement, to the maximum extent practicable, the cooperative use of their existing sewerage systems and any sewerage facilities to be constructed in the future (the COOPERATIVE AGREEMENT); and

WHEREAS, the COOPERATIVE AGREEMENT, at Article VI, Section R., provides that it may be altered or amended during its term by the parties through appropriate action of their respective governing bodies; and

WHEREAS, the COOPERATIVE AGREEMENT, established fixed metered flow rates until the end of calendar year 2000, and

WHEREAS, it has become mutually desirable and beneficial to amend certain terms and provisions of the COOPERATIVE AGREEMENT to establish base volume rates for an additional nine years;

NOW THEREFORE, for and in consideration of the mutual covenants, agreements and conditions contained herein, the parties hereby agree, effective January 1, 2001, as follows:

Section 1. Sections Amended.

Article V, Section D.3.(a) is hereby amended to read as:

(a) For all metered interconnections points County will pay a base volume rate equal to the following percentages, rounded to the nearest full cent using standard rounding procedures, of the volume rate as established by Section 60-3 of the Code of Ordinances of Kansas City, Missouri as same now exists or may be revised. As of May 1, 1999 this charge was \$0.77 per hundred cubic feet.

Dates	Percentage
1/1/2001 to 4/30/2001	82
5/1/2001 to 4/30/2002	83
5/1/2002 to 4/30/2003	84
5/1/2003 to 4/30/2004	85
5/1/2004 to 4/30/2005	86
5/1/2005 to 4/30/2006	87
5/1/2006 to 4/30/2007	88
5/1/2007 to 4/30/2008	89
5/1/2008 to 4/30/2009	90

5/1/2009 to termination of agreement: A base volume rate equal to ninety (90) percent of the volume rate as established by Section 60-3 of the Code of Ordinances of Kansas City, Missouri as same now exists or may be revised.

Where the base volume rate changes during a billing period the base volume rate will be established by calculating the average rate, rounded to the nearest full cent using standard rounding procedures, for the billing period and applying the average rate to the entire volume for the billing period.

Section 2 Sections Not Amended.

All other Sections of the COOPERATIVE AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this SECOND AMENDMENT AGREEMENT to be duly executed on the date and year first above written.



BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, acting in their capacity as the Governing Body of Johnson County Unified Wastewater Districts.

By: Daugles I hu

VASTEWATER ADMINISTRATOR

Beverly L. Baker, County Clerk

By: ABKET, County Clerk

[SEAL] David B. Kennedy, Deputy County Clerk

George Gross, Chairman

Board of County Commissioners

APPROVED AS TO FORM:

Roger Tarbutton

Assistant County Counselor

CITY OF KANSAS CITY, MISSOURI

A Missouri Municipal Corporation

By:

Gurnie C. Gunter, Director Water Services Department

[SEAL]

APPROVED AS TO FORM;

Assistant City Attorney

AMENDMENT TO COOPERATIVE AGREEMENT FOR SEWER SERVICE BETWEEN THE CITY OF KANSAS CITY, MISSOURI, AND JOHNSON COUNTY, KANSAS

This AMENDMENT AGREEMENT, made and entered into this 3 day of December, 1998, by an between the Board of County Commissioners of Johnson County, Kansas, acting as the governing body of the Johnson County Unified Wastewater Districts, Johnson County, Kansas, a quasi-municipal corporation organized and existing under the laws of the State of Kansas, hereinafter referred to as the "County", and the City of Kansas City, Missouri, a municipal corporation of the State of Missouri, hereinafter referred to a "KCMO,"

WITNESSETH:

WHEREAS, on September 20, 1996, the parties entered into COOPERATIVE AGREEMENT FOR SEWER SERVICE BETWEEN THE CITY OF KANSAS CITY, MISSOURI, AND JOHNSON COUNTY, KANSAS, in order to implement, to the maximum extent practicable, the cooperative use of their existing sewerage systems and any sewerage facilities to be constructed in the future (the COOPERATIVE AGREEMENT);

WHEREAS, the COOPERATIVE AGREEMENT, at Article VI, Section R., provides that it may be altered or amended during its term by the parties through appropriate action of their respective governing bodies;

WHEREAS, it has become mutually desirable and beneficial to amend certain terms and provisions of the COOPERATIVE AGREEMENT, due to the pending enlargement of the City of Leawood Sewer System into the Consolidated Main Sewer District and its inclusion in the Johnson County Unified Wastewater Districts;

NOW THEREFORE, for and in consideration of the mutual covenants, agreements and conditions contained herein, the parties hereby agree, effective January 1, 1999, as follows:

Section 1. Sections Amended,

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- A. The following described attachments to the original COOPERATIVE AGREEMENT are hereby amended and replaced with the new Attachments attached to and incorporated into this AMENDMENT AGREEMENT:
 - (1) Attachments A-1, A-2, A-3, A-4, B and C
- B. Article VI, Section R is hereby amended by adding the following sentence.

"Interconnection points between the parties along with relevant attachments may be modified by agreement between the administrative officers of the parties."

Section 2 Sections not amended. All other Sections of the COOPERATIVE AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this AMENDMENT AGREEMENT to be duly executed on the date and year first above written.

BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, acting in their capacity as the Governing Unified Wastewater Districts.

By:

ATTEST:

Beverly L. Baker, County Clerkill

[SEAL]

APPROVED AS TO FOR

APPROVED AS TO FOR

ACET. Comry Commen

CITY OF KANSAS CITY, MISSOURI A Missouri Municipal Corporation

By:

Gurnie C. Gunter, Director Water Services Department

[SEAL]

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APPROVED AS TO FORM;

Assistant City Attorney

ATTACHMENT A-1 Page 1 of 3

INTERCONNECTION POINTS FOR WASTEWATER CONVEYANCE AND TREATMENT SERVICES

Inter- Connection Point	Original Agreement Date	Interconnection Location	Service Area	Contributing Party
1	N/A	JCUWD Manhole No. WPAX (02) 10, located in the East parking lot of 1901 West 47th Place.	Westwood	Johnson County
2	11-29-37	JCUWD Manhole No. WPAX (02) 02, located Southwest corner of the West 47th Place and State Line intersection.	Westport	Johnson County
3	06-09-88	JCUWD Manhole No. WPAX (01) 04, located west behind Lots 44 and 45 of Block 5, Westwood Hills (West 50th Terrace and State line).	Westwood Hills	Johnson County
4	09-18-79	KCMO Manhole No. 01 of map S221, located in back parking lot of Barton Nelson, Inc. Company (West 137th Street and Wyandotte).	Blue River SSD No. 1 and No. 2	Johnson County
5 😅	09-18-88	JCUWD Manhole No. BR(09) 34, located in field north of 143rd Street at Metro Distributors (West 143rd St. And Overbrook).	Blue River SSD No. 9	Johnson County
6	09-11-87	Flow diversion structure located at Tomahawk Creek MSD No. 1 Treatment Plant (West 109th & Mission Road).	Indian Creek MSD No. 1	Johnson County
7		KCMO Manhole No. 69 of map S197, located along side yard fence of 1105 W. 120th Terrace.	State Line MSD No. 1 (121st St.)	Johnson County

ATTACHMENT A-1 Page 2 of 3

INTERCONNECTION POINTS FOR WASTEWATER CONVEYANCE AND TREATMENT SERVICES

Inter- Connection Point	Original Agreement Date	Interconnection Location	Service Area	Contributing Party
8	12-xx-77	KCMO Manhole No. 108 of map S198, located east of State Line (West 124 th and State Line).	State Line MSD No. 1 (123rd St.)	Johnson County
9	07-21-83	JCUWD Manhole No. SL27 (80) 01, located on west side of State Line (Tam-O-Shanter and State Line).	State Line MSD No. 1 (127th St.)	Johnson County
10	NK	KCMO Manhole No. 376 of map S149 located on east side of State Line (9001 State Line).	Leawood	Johnson County
11	NK	KCMO Manhole No. 893 of map S149 located on west side of State Line (9000 State Line).	Leawood	Johnson County
12	NK	KCMO Manhole No. 292 of map S292 located on west side of State Line(9246 State Line).	Leawood	Johnson County
13	NK	KCMO Manhole No. 919 of map S173 located on west side of State Line(10308 State Line).	Leawood	Johnson County
14	NK	JCUWD Manhole No (14)001 located in Leawood Park.	Leawood	Johnson County

ATTACHMENT A-1 Page 3 of 3

INTERCONNECTION POINTS FOR WASTEWATER CONVEYANCE AND TREATMENT SERVICES

Inter- Connection Point	Original Agreement Date	Interconnection Location	Service Area	Contributing Party
15	NK	KCMO Manhole No. 155 of map S174 located on east side of State Line (112 th Overbrook).	Leawood	KCMO
16	NK	JCUWD Manhole No (13)001 located in Leawood Park.	Leawood	Johnson County

Dated: 3/9/99

Signed:

KCMO

Signed:

County

ATTACHMENT A-2 Page 1 of 2

INTERCONNECTION MONITORING FACILITY (IMF) CONSTRUCTION SCHEDULE FOR COUNTY CONSTRUCTED FACILITIES

Inter- connection Point	Location	Connection Date	IMF Construction Completion Date	Comments
1	Westwood	N/A	(1)	Less than 100 dwelling units.
2	Westport Annex	1937	(1)	Less than 100 dwelling units.
3	Westwood Hills	1988	(3)	~
4	Blue River SSD No. 1 and No. 2	1979	(3)	*
5	Blue River SSD No. 9	1988	(2)	Less than 100 dwelling units.
6	Indian Creek MSD No. 1	1987	5-1-96	Modification to existing structure.
7	State Line MSD No. 1 121st St.	1971	(3)	1. 0 .
8	State Line MSD No. 1 123rd St.	1977	(3)	-
9	State Line MSD No. 1 127th St.	1983	(1)	Less than 100 dwelling units.
10	Leawood 9001 State Line	NK	(4)	Ę
11'	Leawood 9000 State Line	NK «	(4)	¥

ATTACHMENT A-2 Page 2 of 2

INTERCONNECTION MONITORING FACILITY (IMF) CONSTRUCTION SCHEDULE FOR COUNTY CONSTRUCTED FACILITIES

Inter- Connection Point	Location	Connection Date	Construction Completion Date	Comments
12	Leawood	NK	(1) Less th	nan 200 Dwelling Units
13	Leawood	NK	(4)	劉
14	Leawood	NK	(1) Less th	an 100 Dwelling Units
15	Leawood	NK	(1) KCMC	FLOW NOT METERED
16	Leawood	NK	(1) Less th	an 100 Dwelling Units

(1) No IMF Installation proposed

(2) Will Construct IMF at such time development and growth warrants installation.

(3) IMF to be constructed six months after date of agreement.

(4) IMF to be installed by January 1, 1999

Dated:

Signed:

Signed

County

ATTACHMENT A-3

INTERCONNECTION MONITORING FACILITY (IMF) CONSTRUCTION SCHEDULE FOR KCMO CONSTRUCTED FACILITIES

IMF

Construction

Interconnection Point

Location

Connection

Date

Completion Date

e Comments

NONE

Dated:	 3	<u>/</u>	9/	9	9	
	-		-			

Signed:

KCMO

Signed:

Count

ATTACHMENT A-4 Page 1 of 4

SAMPLING SCHEDULE AND SURCHARGE BASIS

inter-					
connection Point	Sampling Frequency and Type	Analysis Parameters	Reporting Sample Date	Surcharge Decis	
1	Annually during 1st quarter 1 Composite 2 Grab	BOD, SS O&G and pH	15th of April	Surcharge Basis Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.	
2	Annually during 2nd quarter 1 Composite 2 Grab	BOD, SS O&G and pH	15th of July	Surcharges for exceedances of pollutant limitations (Article I) are, waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.	
3	Annually during 2nd quarter 1 Composite	BOD, SS, Pollutants as stated in Article I Section F3(a) including non-volatile TTOs (EPA Method 608 and 625)	15th of July	Surcharges for exceedances of pollutant limitations (Article I) based on 2nd quarter sample. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) for	
	2 Grab 1 Grab	O&G and pH Volatile TTOs (VOCs) (EPA Method 624)		current year quarters 2-4 and following year first quarter shall be based on 2nd quarter sample analy	
4	Annually during 4th quarter 1 Composite	BOD, SS, Pollutants as stated in Article I Section F3(a) including non-volatile TTOs	15th of January	Surcharges for exceedances of pollutant limitations (Article I) based on 4th quarter sample. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I)	
	2 Grab 1 Grab	(EPA Method 608 and 625) O&G and pH Volatile TTOs (VOCs) (EPA Method 624)		for current year fourth quarter and following year quarters 1-3 shall be based on 4th quarter sample analysis.	

Page 2 of 4 SAMPLING SCHEDULE AND SURCHARGE BASIS

Inter- connection Point	Sampling Frequency	Analysis Parameters	Reporting Sample Date	Surcharge Basis
5	Annually during 3rd quarter 1 Composite 2 Grab	BOD, SS O&G and pH	15th of October	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
6	Each quarter during a two (2) week period. ⁴ 3 Composite 3 Composite 4 Grab 3 Grab *Two (2) quarters each	BOD, SS BOD, SS, Pollutants as stated in Article I Section F3(a) including non-volatile TTOs (EPA Method 608 and 625) O&G and pH Volatile TTOs (VOCs) (EPA Method 624) year are to include sampling all weekend days	15th of the month following the quarter (Friday, Saturday and	Surcharges for exceedances of pollutant limitations (Article I) based on previous quarter sample analysis. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I)for each quarter shall be based on quarter sample analysis.
7	Annually during 4th quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of January	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
8	Annually during 1st quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of April	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.

Page 3 of 4 SAMPLING SCHEDULE AND SURCHARGE BASIS

Inter-	21.10 DOLLE AND BURCHARGE DASIS					
connection Point	Sampling Frequency	Analysis Parameters	Reporting Sample Date	Surcharge Basis		
9	Annually during 3rd quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of October	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.		
10	Annually during 2nd quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of July	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.		
11	Annually during 4 th quarter using 2 Composites 3 Grab Annually during 2 nd quarter using	BOD, SS O&G and pH	15th of January ;	Surcharges for exceedances of pollutant limitations (Article I) based on most recent quarter sample analysis. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) for each quarter shall be based on most recent sample analysis.		
	Sectio (EPA 3 Grab O&G	BOD, SS, Pollutants as stated in Article I Section F3(a) including non-volatile TTOs (EPA Method 608 and 625) O&G and pH Volatile TTOs (VOCs) (EPA Method 624)	15th of July	based on most recent sample analysis.		
12	Annually during 2nd quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of July	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.		

Page 4 of 4 SAMPLING SCHEDULE AND SURCHARGE BASIS

13	Biannually during 1st & 3rd quarters using 1 Composites 1 Composites 3 Grabs 1 Grabs	BOD, SS BOD, SS, Pollutants as stated in Article I Section F3(a) including non-volatile TTOs (EPA Method 608 and 625) O&G and pH Volatile TTOs (VOCs) (EPA Method 624)	15 th of the month following the quarter the test was performed.	Surcharges for exceedances of pollutant limitations (Article I) based on most recent sample analysis. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) for each quarter shall be based on most recent sample analysis.
	72	E.		
14	Annually during 3rd quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of October	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
15	NO TESTING.			
16	Annually during 2nd quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of July	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
			. /	

ATTACHMENT B

INTERCONNECTION POINTS FOR WASTEWATER CONVEYANCE SERVICES ONLY

Segment Number	Original Agreement Date	Trans- porter	Entrance Intercon- nection	Exit Intercon- nection	Fees	Reports
1	3/23/1964	Johnson County	IMF #15	IMF #16	NONE	NONE

Dated: 3/9/99

Signed:

1.

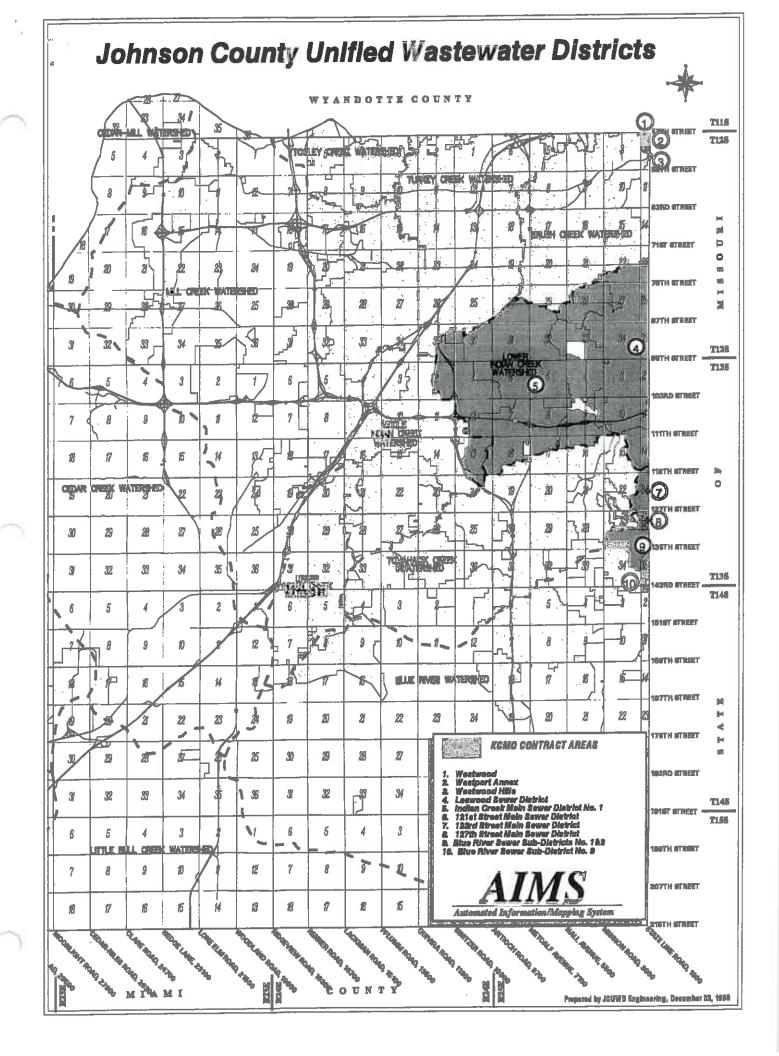
Signed

Count

ATTACHMENT C

DOCUMENTATION OF COUNTY'S BOUNDARIES

ATTACHED



COOPERATIVE AGREEMENT FOR SEWER SERVICE BETWEEN THE CITY OF KANSAS CITY, MISSOURI AND JOHNSON COUNTY, KANSAS

1

This Agreement, made and entered into this <u>20 TH</u> day of <u>September</u>, 1996, by and between the Board of County Commissioners of Johnson County, Kansas, acting as the governing body of the Johnson County Unified Wastewater Districts, Johnson County, Kansas a quasi-municipal corporation organized and existing under the laws of the State of Kansas, hereinafter referred to as "County" and the CITY OF KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, hereinafter referred to as "KCMO",

WITNESSETH:

WHEREAS, certain areas within the Johnson County Unified Wastewater Districts drain into natural drainage areas or basins which continue through the City of Kansas City, Missouri and certain areas within the City of Kansas City, Missouri drain into natural drainage areas or basins which continue through the Johnson County Unified Wastewater Districts; and

WHEREAS, County, under the provisions of County Charter Resolution No. 29-92, and KCMO, under the provisions of Kansas City Charter, Section 1, are empowered to acquire, construct, maintain and control systems of sewers and sewage treatment plants to secure proper sanitary conditions for the preservation of public health; and

WHEREAS, KCMO and County have and/or intend to develop Master Plans for Sewerage Service in Joint Watersheds; and

WHEREAS, provisions of R.S.Mo. Section 70.210 et. seq and the aforesaid Charter Resolution No. 29-92 permit the parties hereto to enter into contracts for the planning, development, construction, acquisition, or operation of public improvements or facilities, and

WHEREAS, KCMO and County now desire to make the following cooperative agreement which will implement, to the maximum extent practicable, the cooperative use of their existing sewerage systems and any sewerage facilities to be constructed in the future;

NOW, THEREFORE: For and in consideration of the mutual covenants, agreements, and conditions contained herein, it is agreed by and between County and KCMO as follows:

ARTICLE I SERVICE CONDITIONS

A. Scope.

This Agreement applies only to those areas of the Johnson County Unified Wastewater Districts and the City of Kansas City, Missouri served by interconnection points listed in Attachments A and B hereof. Attachment A-1 identifies and describes those interconnection points covered by this Agreement. Attachment B identifies and describes those interconnection points for wastewater conveyance services only.

B. Operation and Maintenance.

KCMO and County will control, own, operate, and maintain their respective sewerage systems, which now exist or which in the future will be constructed by either party in drainage areas common to the City of Kansas City, Missouri and the Johnson County Unified Wastewater Districts, according to standard engineering practices and, in doing so, will effectively police and control their respective sanitary sewerage systems so as to preclude to the extent practicable the entrance of storm waters therein.

C. Construction of Facilities.

In constructing sewers, either public or special assessment, or treatment works, to serve drainage areas common to both the City of Kansas City, Missouri and the Johnson County Unified Wastewater Districts, each party hereto will provide adequate capacity at its corporate limits for the reception of the sanitary sewage and wastes from the other party through the interconnection points listed in Attachment A-1 hereof. Such sewerage improvements and existing sewerage systems shall thereafter be available for connection to, and reception of sanitary sewage and wastes from, the sewerage system of the other party.

D. Interconnection Monitoring Facilities (IMFs).

- Contributing party shall install at its expense an interconnection monitoring facility at each
 point of interconnection where sanitary sewage and wastes are discharged to receiving party
 if such flow includes discharge:
 - (a) from 100 or more dwelling units, or
 - (b) from any commercial or industrial user, or
 - (c) of flows greater than 25,000 gallons per day average daily flow.

Where a point of interconnection does not meet any of these criteria, the contributing party shall provide at such interconnection point a suitable monitoring structure and shall be exempted from this IMF requirement at such interconnection point only until one of the above criteria are met.

- 2. This Section on IMFs covers those interconnection points as detailed on Attachment A-2 attached hereto and made a part hereof. Additionally,
 - (a) Each IMF shall include at least those capabilities as outlined in Attachment D.
 - (b) Alternate IMF designs for interconnections receiving pumped rather than gravity flow will be considered on a case by case basis.
 - (c) The design and installation of each IMF shall be reviewed and approved in writing by receiving party. The receiving party reserves the right to revise these requirements from time to time as technology and equipment change and evolve.
- 3. Following installation of IMFs as required by this Agreement, County at its expense shall thereafter be responsible for the maintenance and replacement of such facilities, and the testing and calibration of equipment therein including sampling equipment. KCMO and County shall supply to each other any data generated during any inspection or testing of the facilities or equipment.

- 4. County agrees to complete construction of interconnection monitoring facilities (IMFs) as shown on Attachment A-2
- 5. KCMO agrees to complete construction of interconnection monitoring facilities (IMFs) as shown on Attachment A-3.
- 6. Whenever because of planned construction a point of interconnection will meet one of the criteria in paragraph D1 above, an IMF shall be provided prior to completion of such new construction. Whenever a point of interconnection meets one of the criteria in paragraph D1 above for reasons other than new construction, an IMF shall be provided by County within 180 days of said party becoming aware that said criteria has been met.

E. : Rights of Use.

- Subsequent to the effective date of the agreement, each party shall have the continuing right to discharge sanitary sewage and wastes originating in a drainage area common to both parties to the existing sewer system of the other party, or additions thereto, subject only to the right of the receiving party to receive payment for its costs and expenses pursuant to the terms of this agreement.
- As the parties recognize and agree protection of the health of citizens and quality of the waters of each state are paramount to monetary or proprietary issues, it is agreed that any disputes arising between the parties subsequent to the effective date of this agreement concerning monetary or propriety issues shall not constitute grounds for its termination.
- Nothing in this section, however, shall prevent either party from seeking immediate legal recourse in a court of competent jurisdiction to recover costs due under this agreement or to obtain specific performance or to enjoin noncompliance with the terms of this agreement where such relief is necessary to protect the health safety, and welfare of the residents of County or KCMO or to prevent damage to County's or KCMO's POTW (Publicly Owned Treatment Works).

F. Regulation of Flows.

1. Quantity. KCMO reserves the right to limit the quantity of sewage received through any new or existing interconnection to maximum pipe capacity. Discharge in excess of the maximum pipe capacity is a violation of this Agreement.

2. Ouality.

(a) The quality of the sewage received through any new or existing interconnection shall meet the general prohibitions in Section 60-121 of the Code of Ordinances of Kansas City, Missouri as well as the following specific pollutant limitations:

	Daily
POLLUTANT	<u>Maximum</u>
Arsenic	0.100 mg/l
Benzene	0.100 mg/l
Cadmium	0.240 mg/l
Chromium	0.500 mg/l
Copper	0.300 mg/l
Cyanide	0.800 mg/l
Ethylbenzene	0.200 mg/l
Lead	0.300 mg/l
Mercury	0.004 mg/l
Nickel	1.200 mg/l

	Daily
POLLUTANT	<u>Maximum</u>
Phenols	1.000 mg/l
Silver	0.500 mg/l
Thallium	0.400 mg/l
Toluene	$0.200 \mathrm{mg/l}$
Xylene	0.200 mg/l
Zinc	0.800 mg/l
PCB's	0.002 mg/l

Total Toxic Organics (TTOs) as defined by 40 CFR 433.11(e) shall not exceed 1.0 mg/l at any time.

The pH of the waste water at the interconnection point shall be between 6.0 and 11.0 s.u.

Surcharges for exceedance of pollutant limitations will be as stated in attachment A-4 and will be applied as provided in Article V of this Agreement.

- (b) County shall sample and analyze flows at its cost at each interconnection point on a frequency based upon the schedule in Attachment A-4. Additional samples may be collected by County but all sample data must be reported. County shall collect and record the continuous data obtained by each IMF. All of the collected data from each interconnection shall be reported by County to KCMO on a regular basis as provided in Article V of this Agreement.
- (c) Surcharges for concentrations of biochemical oxygen demand (BOD), suspended solids (SS), and total oil & grease (O&G) in excess of Normal Sewage (BOD 250 mg/l, SS 250 mg/l, O&G 30 mg/l) will be as stated in attachment A-4 and will be applied as provided in Article V of this Agreement.
- (d) The contributing party shall investigate all instances of pH outside of the allowable range and take adequate measures to prevent re-occurrence.

G. Laboratories.

- 1. All samples, unless otherwise mutually agreed upon, shall be obtained using methods as found in the most current edition of Standard Methods for the Examination of Water and Wastewater.
- 2. Analyses shall be conducted by standard methodology as found in the most current edition of Standard Methods for the Examination of Water and Wastewater. Laboratories performing analyses must hold certification from state or other certification agencies.
- 3. Time composite samples may be used in lieu of flow composite samples in the event of maintenance, operational, or laboratory difficulties. Grab samples may be used in lieu of time composites for similar cause.
- 4. All samples and analysis obtained at interconnection points by either party shall be reported to the other party.
- 5. Samples found to be not representative of the flow by mutual agreement shall not be used in calculations of surcharges.

H. Maps of Tributary Areas.

County shall provide to KCMO within 180 days of the effective date of this Agreement a map for each interconnection point showing the location of all of County's sewers tributary to the interconnection point. County shall thereafter provide revised maps of the tributary sewer system on or before January 15 of each succeeding calendar year.

I. Pretreatment Standards.

The parties recognize that KCMO and County, as pretreatment program authorities approved by the United States Environmental Protection Agency, the Missouri Department of Natural Resources and/or the Kansas Department of Health and Environment, are subject to certain federal and state regulations. Such regulations, as now exist or may be promulgated in the future, may require KCMO and/or County to change its Sewer Use ordinances and regulations and its inspection, monitoring and enforcement activities. County and KCMO each agree to maintain an approved pretreatment program. The general requirements of the pretreatment program are covered in Article II of this Agreement.

1

ARTICLE II COMMERCIAL AND INDUSTRIAL WASTE APPROVED PRETREATMENT PROGRAMS

A. Scope.

This Article applies when both KCMO and County have and maintain an EPA- or state-approved pretreatment program for the control of commercial and industrial discharges to the POTW.

B. Sewer Use Ordinance.

- County agrees to adopt and enforce sewer use rules, local limits, regulations and/or
 ordinances for the regulation of commercial and industrial discharges to KCMO's wastewater
 treatment plants, which shall be consistent with KCMO's ordinance which regulates
 commercial and industrial waste.
- County agrees to maintain an approved pretreatment program.
- 3. Each party shall provide the other with adequate notice of any pending changes in said rules, local limits, ordinances and/or regulations and provide a copy of said proposed rule, ordinance and/or regulations to the other party for comments prior to adoption.

C. Pretreatment Program Reports.

- 1. Each party shall provide to the other party a copy of its annual Pretreatment Program Report at such time as it is submitted to the Approval Authority.
- 2. Each party shall provide to the other party a copy of its annual Pretreatment Program Audit at such time as it is received from the Approval Authority.

ARTICLE III
COMMERCIAL AND INDUSTRIAL WASTES
NO APPROVED COUNTY PRETREATMENT PROGRAM

NOT USED IN THIS AGREEMENT

-5-

ARTICLE IV PROVISION OF WASTEWATER CONVEYANCE SERVICES ONLY

A. Scope.

This Article applies only in those instances when the receiving party does not provide wastewater treatment services for the contributing party's wastewater, but does provide for the conveyance of contributing party's sewage through the receiving party's sewers for discharge through an interconnection point for wastewater treatment by others than the receiving party.

B. Interconnection Monitoring Facilities (IMFs).

Article I, Section D of this Agreement applies unless agreed to in writing by both parties and made a part of Attachment B of this Agreement by official action.

C. Regulation of Flows.

Article I, Section F, Subsection 1 applies to this Article I, Section F, Subsection 2 applies only as regards to BTEX and Cyanide.

D. Commercial and Industrial Wastes.

The provisions of Articles II and III of this Agreement shall not apply to those interconnections which are for "Wastewater Conveyance Services Only".

E. Reports and Payments.

The provisions of Article V of this Agreement do not apply to "Wastewater Conveyance Services Only". Provisions for payments for construction, maintenance and services will be negotiated on a case-by-case basis. These provisions shall be included in the Cooperative Sewerage Services Master Plan and on Attachment B of this Agreement.

F. Other.

Interpretation of other provisions of this Agreement that may apply to "Wastewater Conveyance Services Only" shall be as written in that section.

ARTICLE V REPORTS AND PAYMENTS

A. Scope.

In consideration of the sewage treatment and sewage transportation provided for in this Agreement:

- 1. Both parties shall report their various activities as detailed in this Article;
- 2. County will pay to KCMO charges, fees and costs described in this Article;
- 3. Reports and payments, if any, for transportation services only, shall be covered on a case-by-case basis and attached hereto and made a part hereof as part of Attachment B.

B. Reporting Requirements for Areas with Unmetered Interconnections (no IMF).

- 1. For each interconnection for the previous quarter on or before the 15th day of the month following the quarter, County will advise KCMO of:
 - (a) the addresses, water consumption (based on previous winter average), and total number of residential customers,
 - (b) the names, addresses, water consumption, and SIC code for all commercial and industrial customers,
 - (c) the names, addresses and SIC code of all new non-residential connections and disconnections, and
 - (d) the names, addresses, and total number of residential customers for which water consumption records are not available and the reason such records are not available.
 - (e) flow data and sampling results if monitored and the applicable surcharge rate, if any, for each commercial and industrial customer.

2. On or before January 15 of each year, contributing party shall provide the receiving party with current maps of those parts of its wastewater collection system flowing into the receiving party's system, showing the connections and addresses of all users.

C. Reporting Requirements for Areas with Metered Interconnections (IMF operational).

- 1. For each metered interconnection for the previous quarter on or before the 15th day of the month following the quarter, County will advise KCMO of flow data and sampling results if monitored as per attachment A-4.
- 2. For each metered interconnection for the previous quarter KCMO will advise County before the last day of the month following the quarter, of charges, fees and other costs due KCMO and also:
 - (a) Flow data and sampling results if monitored
 - (b) The applicable surcharge rate, if any, for each interconnection point as stated in Article V and attachment A-4 of this Agreement.

D. <u>Computation of Charges.</u>

County shall pay the following charges to KCMO:

1. For exceedances of pollutant limitations as set forth in Article I, Section F2(a) of this Agreement, a surcharge for each pollutant for each exceedance to be calculated as follows:

Daily Maximum Exceeded; per pollutant ((AD/LD)-1) x MGD x \$10,000.

The symbols, letters or figures employed in the formula signify the following:

- AD = average concentration of a particular pollutant discharged in any one sampling period.
- LD = Daily Maximum concentration of a particular pollutant which may be discharged as defined in Article I, Section 6.C.1.
- MGD = Average daily flow rate in million gallons per day for the reporting period.
- 2. For areas with unmetered interconnections (no IMF):

 It is the intent of this Agreement to eliminate unmetered flows except from small areas which are entirely residential. Realizing that this will require a period of transition, both residential and non-residential fees are included in the following list of charges.
 - (a) For each sewer customer (residential, commercial or industrial), a sewer charge equal to a service charge as established in Section 60-3 of the Code of Ordinances of Kansas City, Missouri, as same now exists or as may be revised, plus a volume charge equal to the actual volume of water consumed (based on previous winter average) multiplied by the volume rate as established in Section 60-3 of the Code of Ordinances of Kansas City, Missouri, as same now exists or as may be revised. As of May 1, 1995 this charge is \$3.90 where bills are rendered monthly or \$5.40 where bills are rendered bi-monthly and the volume rate is \$0.77 per hundred cubic feet.
 - (b) For each dwelling unit for which actual water consumption records are not available, a sewer charge as established in Section 60-3 of the Code of Ordinances of Kansas

- City, Missouri as same now exists or as may be revised. As of May 1, 1995 this charge was \$8.64 per month.
- (c) For wastes from such commercial or industrial establishments containing suspended solids (SS) in excess of 250 milligrams per liter (mg/l) or 5-day 20°C biochemical oxygen demand (BOD) in excess of 250 mg/l or Oil & Grease (O&G) in excess of 30 mg/l, there shall be added to these charges a surcharge equal to the charge defined in Chapter 60 Article IV of the Code of the Ordinances of Kansas City, Missouri, as same now exists or as may be revised. As of May 1, 1995 these charges were \$0.086 per pound of BOD, \$0.054 per pound of SS, and \$0.030 per pound of O&G.
- 3. For Areas with metered interconnections (IMF operational).
 - (a) For all metered interconnection points the base volume rate for each hundred cubic feet of wastewater will be for each year as follows:

1996: \$0.54

1997: \$0.56

1998: \$0.58

1999: \$0.60

2000: \$0.62

2001 to termination of agreement: A base volume rate equal to the volume rate as established by Section 60-3 of the Code of Ordinances of Kansas City, Missouri as same now exists or may be revised. As of May 1, 1995 this charge was \$0.64 per hundred cubic feet.

- (b) For all metered interconnections except interconnection point number six (6) on attachment A-1 (Indian Creek) the quarterly volume charge shall be equal to the actual volume of wastewater discharged multiplied by the base volume rate.
- (c) For interconnection point number six (6) on attachment A-1 (Indian Creek) the quarterly volume charge will be calculated as follows:
 - (i) A quarterly base flow will be calculated by taking the last ten quarters and then averaging the seven lowest quarters of the ten.
 - (ii) Except as noted in (iii), the quarterly volume charge for wastewater flow shall be the total volume discharged charged at the following rates: up to quarterly base flow (up to 1.0x) at 100% of base volume rate; and the next 20% over base flow (1.0x to 1.2x) at 60% of base volume rate; and the next 20% over base flow (1.2x to 1.4x) at 40% of the base volume rate; and over 40% above base flow (1.4x+) at 20% of base volume rate.
 - (iii) The total payment for this interconnection for each calendar year will not be less than 3,000,000 ccf times the base volume rate.
- (d) A surcharge for wastes containing suspended solids (SS) in excess of 250 milligrams per liter (mg/l) or 5-day 20°C biochemical oxygen demand (BOD) in excess of 250 mg/l or Oil & Grease (O&G) in excess of 30 mg/l, as defined in Chapter 60 Article IV of the Code of Ordinances of Kansas City, Missouri, as same now exists or as may be revised. As of May 1, 1995 these charges were \$0.086 per pound of BOD, \$0.054 per pound of SS, and \$0.030 per pound of O&G.
- E. Payments.

On or before the 15th day of 2nd month following the quarter, County shall make payment to KCMO for all charges hereunder billed which were received by the 1st day of that month.

F. Late Payments.

Balances unpaid thirty (30) days after the billing date shall accrue at interest rate of 1-1/2% simple interest per month.

ARTICLE VI ADDITIONAL CONDITIONS

A. Filing.

As provided by Section 70.300 RSMo, a copy of this agreement shall be filed in the Office of the Missouri Secretary of State, in the Office of the Recorder of Deeds of Jackson County, Missouri, and as otherwise required by law.

B. Boundaries.

The boundaries of KCMO as now exist, or as may be extended in the future, are set forth in Kansas City Charter Section 4. The boundaries of County, as now exist, are set forth in Attachment C which is attached hereto and made a part of this Agreement. Each party agrees to notify the other annually of any changes of such boundaries.

C. <u>Joint Review of Cooperative Sewerage Services Master Plan, and Procedures, Methods and Systems.</u>

KGMO and County agree to periodically discuss and review their Sewerage Services Master Plans as well as the procedures, methods or systems used to administer the provisions of this Agreement. Such a review shall be conducted no less than every year. The executing authorities, or their duly authorized representatives, may and are encouraged to propose changes for the effective administration of this Agreement and the Master Plan. Such changes may be adopted and implemented so long as they do not conflict with any provision of this Agreement unless the Agreement is formally amended as set forth in Article VI Section R.

D. Notification of Ordinance Amendments.

Whenever either party amends its Sewer Use Ordinance, or any Regulations for Use of its sewerage system, it shall immediately notify the other party. A copy of any amendment adopted shall be forwarded to the other party within ten (10) business days of adoption.

E. Joint Review of Sewer Use Ordinance.

KCMO and County agree to periodically meet and review each's Sewer Use Ordinance, Rules and Regulations. Either party may request a joint review whenever deemed necessary, and both parties shall participate in such review within thirty (30) days of such request.

F. Breach of Duties.

Each party recognizes that any breach of its duties under this article could cause irreparable harm to the other party, its residents, or its environment, and recognizes that any damages provided for in this agreement may not adequately compensate said party for such breaches. Therefore, each party shall be entitled to seek injunctive relief in any court of competent jurisdiction to prevent or halt any continuing or threatened breach.

G. Effectuation.

KCMO and County agree to pass such legislation and to execute such instruments from time to time as may be necessary to effectuate the terms and conditions of this Agreement.

H. Resolution of Disputes.

Any disputes arising out of this Agreement shall be resolved in accordance with the applicable provisions contained in Article I hereof but such provisions shall not limit receiving party's power to seek other remedies against the contributing party consistent with the provisions of this Agreement.

I. Indemnify and Hold Harmless.

County shall indemnify KCMO and hold it harmless from and against all damages, claims, suits, or actions on account of bodily injury to or death of any person or persons or for damage to or destruction of any property resulting from or in any way connected with County's negligence or failure to comply with any of the provisions of this Agreement. KCMO shall indemnify County and hold it harmless from and against all damages, claims, suits, or actions on account of bodily injury to or death of any person or persons or for damage to or destruction of any property resulting from or in any way connected with KCMO's negligence or failure to comply with any of the provisions of this Agreement.

J. Administrative Officers.

The Director of the Water Services Department, or such officer at the time performing duties equivalent to that of Director of Water Services, shall be the administrative officer for KCMO respecting this Agreement, and any approvals or other decisions necessary under this Agreement will be made by the Director. The Administrator of the Johnson County Unified Wastewater District shall be the Administrative Officer for County respecting this agreement, and any approvals or other decisions necessary under this Agreement will be made by the Administrator. Any notice required by this Agreement shall be deemed to be well given when delivered to such officers respectively.

K. Notices.

Any notices, demands or request required by this Agreement shall be made in writing and shall be sent by U.S. Mail postage prepaid, to the following addresses:

- Johnson County Unified Wastewater District c/o Administrator 10881 Lowell Overland Park, Kansas 66210-1666
- Kansas City Water Services
 c/o Director of Water Services Department
 5th Floor, City Hall
 414 E. 12th Street
 Kansas City, Missouri 64106

L. Sharing of Information.

County and KCMO each agree to furnish the other party with information consisting of reports, engineering plans and studies that could impact the operation of either party's sewerage system.

M. Parties and Successors.

This Agreement shall be binding upon the parties hereto, their successors and assigns, whether the result of legal process, assignment or otherwise, when finally executed and fully approved.

N. Severability.

Should any provision hereof for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

O. Autonomy,

No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

P. Taxes, Fees and Licenses.

1. County hereby specifically agrees that at no time will it ever levy or attempt to levy any taxes, fees, licenses or charges of any kind against any property of KCMO located within corporate limits of County that was built or used for sewage purposes, or against any receipts resulting from the use of KCMO-owned sewerage facilities within County.

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2. KCMO hereby specifically agrees that at no time will it ever levy or attempt to levy any taxes, fees, licenses or charges of any kind against any property of County located within corporate limits of KCMO that was built or used for sewage purposes, or against any receipts resulting from the use of County-owned sewerage facilities within KCMO.

Q. Matters Disregarded.

The titles of the several sections, subsections or paragraphs set forth in this Agreement are inserted for convenience or reference only and they shall be disregarded in construing or interpreting any of the provisions of this Agreement.

R. Effective Date and Expiration.

The effective date of this Agreement shall be the first day of the month following approval of the governing bodies of KCMO and County. This Agreement shall continue in full force and effect, except as otherwise provided herein, for a period of twenty (20) years from and after its effective date. This Agreement may be altered, amended or terminated during its term by the parties hereto by appropriate action of their respective governing bodies.

S. Wastewater Flow Diversion.

Whenever County permanently diverts all wastewater flow from any interconnection point so that wastewater flow from County no longer enters KCMO sewer system through said interconnection point, the provisions of this agreement shall no longer apply with respect to said interconnection point.

T. Previous Agreements.

With the effective date of this Agreement, all previous contracts and agreements between KCMO and County relating to sewer service are superseded by this Agreement.

U. Complete Agreement.

This written Agreement constitutes the complete understanding of the parties and can only be modified or terminated in writing by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed on the date and year first above written.

BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, acting in their capacity as the Governing Body of Johnson County Unified Waste Water Districts.

- ATTEST:

Beverly L. Baker, County Clerk

[SEAL]

APPROVED AS TO FORM:

Don Jarrett, Chief Counsel

CITY OF KANSAS CITY, MISSOURI

A Missouri Municipal Corporation

Gurnie C. Gunter, Director of Water Services Department

[SEAL]

APPROVED AS TO FORM:

Dennis Lee, Assistant City Attorney

ATTACHMENT A-1 Page 1 of 2

INTERCONNECTION POINTS FOR WASTEWATER CONVEYANCE AND TREATMENT SERVICES

Inte con Poi	nection	Original Agreement Date	Interconnection Location	Service Area	Contributing Party
	1	N/A	JCUWD Manhole No. WPAX (02) 10, located in the East parking lot of 1901 West 47th Place.	Westwood	Johnson County
	2	11-29-37	JCUWD Manhole No. WPAX (02) 02, located Southwest corner of the West 47th Place and State Line intersection.	Westport Annex	Johnson County
	3	06-09-88	JCUWD Manhole No. WPAX (01) 04, located west behind Lots 44 and 45 of Block 5, Westwood Hills (West 50th Terrace and State line	Westwood Hills	Johnson County
	4	09-18-79	KCMO Manhole No. 01 of map S221, located in back parking lot of Barton Nelson, Inc. Company (West 137th Street and Wyandotte).	Blue River SSD No. 1 and No. 2	Johnson County
	5	09-18-88	JCUWD Manhole No. BR(09) 34, located in field north of 143rd Street at Metro Distributors (West 143rd St. and Overbrook).	Blue River SSD No. 9	Johnson County
	6	09-11-87	Flow diversion structure located at Tomahawk Creek MSD No. 1 Treatment Plant (West 109th & Mission Road).	Indian Creek MSD No. 1	Johnson County
7	7	08-30-71	KCMO Manhole No. 69 of map S197, located along side yard fence of 1105 W. 120th Terrace	State Line MSD No. 1 (121st St.)	Johnson County

ATTACHMENT A-1 Page 2 of 2

INTERCONNECTION POINTS FOR WASTEWATER CONVEYANCE AND TREATMENT SERVICES

Inter- connection Point	Original Agreement Date	Interconnection Location	Service Area	Contributing Party
8	12-xx-77	KCMO Manhole No. 108 of map S198, located east of State Line (West 124th and State Line).	State Line MSD No. 1 (123rd St.)	Johnson County
9	07-21-83	JCUWD Manhole No. SL27 (80) 01, located on west side of State Line (Tam-O-Shanter and State Line).	State Line MSD No. 1 (127th St.)	Johnson County

Dated: 9-20-96

Signed: _

KCMO

Signed:

County

ATTACHMENT A-2 Page 1

INTERCONNECTION MONITORING FACILITY (IMF) CONSTRUCTION SCHEDULE FOR COUNTY CONSTRUCTED FACILITIES

Inter- connection Point	n Location	Connection Date	IMF Construction Completion Date	Comments
1	Westwood	N/A	(1)	Less than 100 dwelling units.
2	Westport Annex	1937	(1)	Less than 100 dwelling units.
3	Westwood Hills	1988	(3)	-
4	Blue River SSD No. 1 and No. 2	1979	(3)	ru
5	Blue River SSD No. 9	1988	(2)	Less than 100 dwelling units.
6	Indian Creek MSD No. 1	1987	5-1-96	Modification to existing structure.
7	State Line MSD No. 1 121st St.	1971	(3)	-
8	State Line MSD No. 1 123rd St.	1977	(3)	(20)
9	State Line MSD No. 1 127th St.	1983	(1)	Less than 100 dwelling units.

(1) No IMF Installation proposed

(2) Will Construct IMF at such time development and growth warrants installation.

(3) IMF to be constructed six months after date of agreement.

Dated: 9-20-96

Signed:

KCMO

Signed:

ATTACHMENT A-3

INTERCONNECTION MONITORING FACILITY (IMF) CONSTRUCTION SCHEDULE FOR KCMO CONSTRUCTED FACILITIES

IMF

Construction

Interconnection

Location

Connection

Date

Completion Date

Comments

NONE

Point

Dated: 9-20-96

Signed:

KCMO

Cianada

County

ATTACHMENT A-4 Page 1 of 3

SAMPLING SCHEDULE AND SURCHARGE BASIS

Inter- connection Point	Sampling Frequency and Type	Analysis Parameters	Reporting Sample Date	Surcharge Basis	!
1	Annually during 1st quarter 1 Composite 2 Grab	BOD, SS O&G and pH	15th of April	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.	
2	Annually during 2nd quarter 1 Composite 2 Grab	BOD, SS O&G and pH	15th of July	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.	
3	Annually during 2nd quarter 1 Composite 2 Grab 1 Grab	BOD, SS, Pollutants as stated in Article I Section F3(a) including non-volatile TTOs (EPA Method 608 and 625) O&G and pH Volatile TTOs (VOCs) (EPA Method 624)	15th of July	Surcharges for exceedances of pollutant limitations (Article I) based on 2nd quarter sample. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) for current year quarters 2-4 and following year first quarter shall be based on 2nd quarter sample analysis	S.
4	Annually during 4th quarter 1 Composite 2 Grab 1 Grab	BOD, SS, Pollutants as stated in Article I Section F3(a) including non-volatile TTOs (EPA Method 608 and 625) O&G and pH Volatile TTOs (VOCs) (EPA Method 624)	15th of January	Surcharges for exceedances of pollutant limitations (Article I) based on 4th quarter sample. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) for current year fourth quarter and following year quarters 1-3 shall be based on 4th quarter sample analysis.	b

Page 2 of 3

SAMPLING SCHEDULE AND SURCHARGE BASIS

Inter- connection Point	Sampling Frequency	Analysis Parameters	Reporting Sample Date	Surcharge Basis
5	Annually during 3rd quarter 1 Composite 2 Grab	BOD, SS O&G and pH	15th of October	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
6	Each quarter during a two (2) week period.* 3 Composite 3 Composite 4 Grab 3 Grab *Two (2) quarters each	BOD, SS BOD, SS, Pollutants as stated in Article I Section F3(a) including non-volatile TTOs (EPA Method 608 and 625) O&G and pH Volatile TTOs (VOCs) (EPA Method 624) year are to include sampling all weekend days	15th of the month following the quarter (Friday, Saturday and	Surcharges for exceedances of pollutant limitations (Article I) based on previous quarter sample analysis Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I)for each quarter shall be based on quarter sample analysis. Sunday).
7	Annually during 4th quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of January	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.
8	Annually during 1st quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of April	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.

ATTACHMENT B

INTERCONNECTION POINTS FOR WASTEWATER CONVEYANCE SERVICES ONLY

Segment

Original

Date

Entrance

Exit

Segment Number

Agreement

Transporter Interconnection Interconnection

Fees

Reports

NONE

Dated: 9-20-96

Cianad.

KCMO

Signed:

County

ATTACHMENT C

DOCUMENTATION OF COUNTY'S BOUNDARIES

ATTACHED

KANSAS CTTY, MISSOURI/JOHNSON COUNTY, KANSAS COOPERATIVE SEWER AGREEMENT ATTACHMENT A-4

Page 3 of 3

SAMPLING SCHEDULE AND SURCHARGE BASIS

connection Point	Sampling Frequency	Analysis Parameters	Reporting Sample Date	Surcharge Basis
9	Annually during 3rd quarter using: 1 Composite 2 Grab	BOD, SS O&G and pH	15th of October	Surcharges for exceedances of pollutant limitations (Article I) are waived. Surcharges for BOD, SS, and O&G in excess of normal sewage (Article I) are waived.

Dated: 9-20-96

Signed:

KCMO

Signed: V

Cour

County

ATTACHMENT D

DESIGN STANDARDS FOR INTERJURISDICTIONAL MONITORING FACILITIES (IMFs)

- (1) Each IMF shall include at least:
 - (a) An open channel flow monitoring unit to measure, collect and store flow data. All units are Marsh-McBirney, Model 260A Flow Meters with onsite and modem data collection capability, with the exception of IMF at Site No. 6, Indian Creek, which has ultrasonic open channel flow monitor installed in a parshall flume.
 - (b) Portable samplers will be provided by Johnson County Environmental Department. Samplers shall either be situated on ground level in a secured portable housing, or hung from inside the manhole, depending upon depth and location.
- (2) Alternate IMF designs for interconnections receiving pumped rather than gravity flow will be considered on a case by case basis.

ATTACHMENT D

DESIGN STANDARDS FOR INTERJURISDICTIONAL MONITORING FACILITIES (IMFs)

- (1) Each IMF shall include at least:
 - (a) An open channel flow monitoring unit to measure, collect and store flow data. All units are Marsh-McBirney, Model 260A Flow Meters with onsite and modem data collection capability, with the exception of IMF at Site No. 6, Indian Creek, which has ultrasonic open channel flow monitor installed in a parshall flume.
 - (b) Portable samplers will be provided by Johnson County Environmental Department. Samplers shall either be situated on ground level in a secured portable housing, or hung from inside the manhole, depending upon depth and location.
- 2) Alternate IMF designs for interconnections receiving pumped rather than gravity flow will be considered on a case by case basis.

